

The Enquirer.

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RICHMOND, THURSDAY, DECEMBER 14, 1809.

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CONDITIONS:—Five dollars a year, to be paid annually in advance. Those who wish to be considered as annual subscribers, must hereafter designate it at the time of subscribing, otherwise their papers will be discontinued at the expiration of the first year. No paper can be stopped until all arrearages have been paid off.—Good acceptances, in Richmond only, will be received in payment. The same rule as to Advertisements.

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THIS DAY IS PUBLISHED,
A New Theory,

OR
The DIURNAL ROTATION OF THE EARTH:

Demonstrated upon Mathematical Principles, from the properties of the Cycloid and the Epicycloid.

WITH
AN APPLICATION OF THE THEORY,

To the explanation of the various Phenomena of the Winds, Tides and of those Stony and Metallic concretions which have fallen from Heaven upon the surface of the Earth.

By JOHN WOOD,
Author of Elements of Perspective, printed in London, in 1799.

December 14.

BANK OF VIRGINIA.—The Stockholders are hereby notified that the first Monday in January, is the day appointed by law for a general meeting, for the purpose of choosing Directors of the Bank and the several offices of Discount and Deposit.

JOHN BROCKENBROUGH, Cash'r.

December 12.

THE Subscriber has commenced and will continue to practise LAW, in the Superior and Inferior Courts of Caroline and Essex counties: letters addressed for him to the Bowling Green Post-Office will be attended to.

JOHN BAYLOR.

New-Market, Dec. 12.

FASHIONABLE
BOOT & SHOE-MAKERS.

THE Subscribers next door above Messrs. Prosser and Moncreux's Vendue-Office, just from Philadelphia—have commenced the manufacture of Boots and Shoes, of the most fashionable make out of the best materials, selected with much care and attention in Philadelphia—Those who may favor them with their custom may rely upon being neatly fitted, and promptly attended to.

Orders from the Country shall be duly executed and are respectfully solicited. And they trust that by their assiduity and attention they will merit a share of patronage in the line of their profession.

CAMPBELL & PAUL.

Three or four good Journeymen will meet employ as above.

November 14.

BY virtue of the last will and testament of Robert Means, dec'd. will be sold to the highest bidder, on Wednesday, the 3rd day of January next, if fair, otherwise the next fair day, the LAND and PLANTATION belonging to the said Robert Means, dec'd. in the upper end of Henrico county, containing, according to the deeds, three hundred and seventy-three acres, & lying on the Three-natched road, about a mile and a half above the short Pump. There are, on the premises, a two-story dwelling-house, having two rooms below, with a passage, and two above, a grainery, stable, kitchen, and an orchard of apple and peach trees. The lands will be sold according to the deeds, and the sale will take place at the dwelling-house. The terms will be, one half of the purchase money to be paid at the end of twelve months, and the other at the end of two years, from the day of the sale. The purchaser to give bond and approved security, with a deed of trust upon the property, to secure payment of the purchase money.

DANIEL CALL,
Executor of the Testament and last Will of
ROBERT MEANS, dec'd.

November 24.

ELIAS V. LACHAIZE, TAYLOR;
RESPECTFULLY informs the Ladies and Gentlemen of Richmond, and its vicinity, that he has commenced business in the house next to Mr. Neilson's store, main street, where he hopes, by assiduity and attention to all commands, to merit a share of public patronage.

* All orders executed after the newest and neatest fashions.

November 21.

N. B. Three or four good Workmen wanted, to whom the highest wages will be given. Apply as above.

In Council, September 19th, 1809.

It is advised, that from and after the first day of January next, the Auditor be instructed, in every case, where any claim by virtue of an order or certificate of court, is presented to him by a person whose name is not mentioned therein, to require such person to produce, also, an order or power of attorney from the individual in whose favor such order or certificate of court was made, together with an affidavit of one witness at least, certified by a magistrate or notary public, that such individual actually signed and acknowledged the same. And to give general information in this rule. It is added, that a copy hereof be published in the Virginia Argus, Enquirer, Patriot, Investigator, Norfolk Herald, Lynchburg Star, Staunton Eagle and Winchester Gazette, once a week until the first day of January next.

Extract from the Journals,
DANIEL L. HYLTON,
Clerk of the Council.

September 28.

FROM THE NATIONAL INTELLIGENCER.

EXPOSITION OF
THE CONDUCT OF THE HONORABLE
FRANCIS JAMES JACKSON,
IN HIS CORRESPONDENCE
WITH ROBERT SMITH, ESQ.
SECRETARY OF STATE.
(CONCLUDED.)

But the American administration would not be provoked into an early and abrupt rejection of the hope of accommodation, even through such an ungracious minister as Mr. Jackson. The President and his counselors appear to have been determined to probe Mr. Jackson more closely as to the object of his mission, and to bring him strictly to the test, in the expectation that he had still in store the precious balm which was to heal the festering wounds of the nation.—Accordingly, Mr. Smith addressed to him on the 19th October, a very lucid and masterly letter, the commencement of which exposes the frivolity of the exception which Mr. Jackson had taken to the prescription of written for verbal communications. The reader must be amused with the awkward and embarrassed escape which the new envoy makes from the perplexity of ignorance and humiliation which he had presumptuously brought upon himself. No additional weight can be given, by any remarks in this place, to the overwhelming arguments by which Mr. Smith demonstrates the propriety of Mr. Jackson's presenting a formal explanation of the true cause of the disavowal of Mr. Erskine's arrangement, nor to the sagacity and just reasoning with which the Secretary of State points out an untruth advanced by the representative of his Britannic majesty relative to that explanation having been made in London to Mr. Pinkney; nor any force added to the repulsion of Mr. Jackson's insinuation that the government of the United States had manifested no dissatisfaction at the disavowal of the arrangement.

It is in his letter of the 19th of October, Mr. Smith states, that Mr. Erskine "did present for his consideration the three conditions" contained in the printed despatch of Mr. Canning of the 23d of January; but that, finding they were rejected, Mr. Erskine proposed others which others were accepted. It is particularly recommended to the reader to peruse two or three times, and with attention, that part of Mr. Smith's letter in question which immediately follows this statement; it places the subject in so clear a light that it cannot be mistaken; and, in a special manner, let this expression of the Secretary of State be remarked, viz: "That he [Mr. Erskine] had, or at least, that he believed he had sufficient authority to conclude the arrangement, his formal assurances during our discussions were such as to leave no room for doubt." Upon this ground, then, the American government acted, namely: Mr. Erskine verbally suggested three propositions which have since appeared to be the three conditions embraced in the despatch from Mr. Canning of the 23d of January, and which were rejected by Mr. Smith; and, when the late British minister proposed others more consonant to equity and of course more agreeable, he gave formal assurances to the Secretary of State, that he was authorized to make them the basis of the arrangement. Mr. Erskine did not tell Mr. Smith (nor does Mr. Smith say he did, and Mr. Jackson himself does not openly assert it) that the three conditions first suggested were the only ones which his instructions contained. The Secretary of State made no enquiry in that respect. It was none of the Secretary's business. It was for Mr. Erskine to look to it that he did not disobey the orders of the king his master. Mr. Smith was treating with the British accredited minister; a minister with a full general power to act for the British government. Mr. Erskine never showed his instructions to Mr. Smith, as Mr. Jackson admits; but merely in a verbal way, as any man in making a bargain would do, proposed them experimentally. He did precisely what an individual does at market; when he could not make the arrangement, (or, in other words purchase what he wanted) at one price, he gave another. If he disobeyed his instructions, that, as Mr. Smith very justly remarks, "is a question essentially between him and his government." Mr. Erskine himself in his letter to Mr. Smith, asserts unreservedly, that "he conceived he had conformed to his majesty's wishes; and to the spirit, at least, of his instructions." To this opinion he adhered to the last moment of his remaining in the United States; and the only revolution that appears to have taken place in his mind in relation to the subject, was a painful conviction, occasioned by the disavowal, "that he had formed an erroneous judgment of his majesty's views and intentions," which is an observation that Mr. Erskine makes in his letter of the 14th of August to the Secretary of State, and which is a severe reproach on the British government; fully implying, that although the instructions of Mr. Jackson's predecessor justified the arrangement, yet that it was neither the "view" nor the "intention" of the British ministry that any arrangement on reasonable terms should have been entered into.

To the testimony of Mr. Erskine, and to the reason of the case, is added an explicit declaration of Mr. Smith, that the circumstance that the despatch of the 23d of January, from Mr. Canning to Mr. Erskine, was the only one which authorized him to propose conditions, "was for the first time made known" to the government of the U. States by Mr. Jackson himself, in his letter of the 11th October.

"And (Mr. Smith continues) I need hardly add, that if that despatch had been communicated at the time of the arrangement, or if it had been known that the propositions contained in it, and which were at first presented by Mr. Erskine, were the only ones on which he was authorized to make an arrangement, the arrangement would not have been made." There is no duplicity in this language; it denies all knowledge of the

real nature and extent of Mr. Erskine's instructions; and avers, if they had been known to be such as Mr. Jackson asserts them to be, no compact would have been made. It will be seen in the conclusion by what a feeble sophism the new envoy attempts to evade the force of this fact.

Referring the reader to the correct elucidations which are given by Mr. Smith, in his letter of the 19th of October, on the several interesting topics in dispute between the United States and Great Britain, and particularly to the conciliatory offer of the President to comprehend the orders in council in a general negotiation, the writer of this exposition proceeds to the letter of Mr. Jackson to Mr. Smith of the 23d October. This letter is remarkable, among other points, for the very unsatisfactory explanation it furnishes of the reasons for disavowing Mr. Erskine's arrangement. It was disavowed, Mr. Jackson asserts, because his predecessor had no authority to conclude it. There is no reference to the equity & justice of the terms; no "strong and solid reasons" in relation to the rights of the United States. But, simply, the act was disavowed, because the minister was unauthorized to conclude it. This certainly is a convenient, if not a legal excuse.—It is one which may at all times and under all circumstances be resorted to.—Nothing more is necessary than to declare that a minister has not comprehended his instructions, and the most solemn engagements are at an end. But this is neither law nor good faith. Supposing that the violation of instructions is good cause for disavowing an arrangement, the mere saying so is no competent and satisfactory explanation to the disappointed party. It is incumbent on the disavowing party to show that they have been violated; that is, the disappointing party should prove the fact of violation. Mr. Jackson has not done this.—He refers to a printed despatch of the 23d January, and offers his bare word for all the rest. Where are the "several" letters of instructions mentioned by Mr. Erskine? Why not produce the original paper of the despatch of January 23d, that is, the manuscript of it? Why, in an official proceeding, refer to a copy which appeared in the newspapers? And where is the instruction relative to the Chesapeake? Did Mr. Erskine exceed his orders in that respect also? Mr. Jackson says he did; but Mr. Jackson produces no copy, (not even a printed one) of the instructions on that head:—Is this what Vattel, (an authority fully admitted by Mr. Jackson,) would call a "strong and solid reason"? Mr. Jackson's mere word, unsupported by corroborating vouchers or circumstances, cannot be received as evidence in the case; yet he offers no other; and in this view it is worthy of notice, that Mr. Jackson claims for himself that weight of credibility which he denies to Mr. Smith and to the President. He requires that his solitary declaration (a declaration vitiated by his tergiversations) should be taken in support and for full proof of a fact, and at the same time more than insinuates that Mr. Smith's word, and the asseverations of the President through Mr. Smith, are not entitled to belief.

The reader will observe, that Mr. Smith in his letter of the 19th of Oct. says, "the declaration that the despatch from Mr. Canning to Mr. Erskine of the 23d of January is the only despatch by which the conditions were prescribed to Mr. Erskine for the conclusion of an arrangement on the matter to which it relates, is now for the first time made to this government." Mr. Jackson had read this observation when he wrote his reply of Oct. 23d, from which the following is an extract:

"So far from the terms which [Mr. Erskine] was actually induced to accept having been contemplated in that instruction, he himself states that they were suggested by you [the Secretary of State] in lieu of those originally proposed."

This is not only an untruth as it respects Mr. Smith, but it is a palpable departure from veracity in regard to Mr. Erskine.—The latter gentleman has nowhere asserted, (it is confidently affirmed,) that Mr. Smith substituted conditions. The inducement with Mr. Erskine for concluding the agreement of the 19th of April, arose as he avers in his letter of August 14th, from "a rough conviction in his mind, that he was acting in conformity with his majesty's wishes." Mr. Smith neither solicited him to accept nor to reject—all the propositions came from Mr. Erskine. There could be no possible motive on the part of the American government to urge Mr. Erskine to depart from the tenor of his instructions, or the least disposition to substitute terms for him, for what possible benefit could accrue to Mr. Smith or to the President by wheedling the British minister into an accommodation, which, if contrary to his orders, they would have known would not have been accepted by his government? Common sense rejects all such insinuations; and that man must be the victim of credulity indeed, who can for one instant believe that the Secretary of State or that Mr. Madison would not only risk their reputations, but place in jeopardy a great mass of property belonging to their fellow-citizens, on the event of so frail a compact. Besides, if Mr. Erskine had been weak enough to be their dupe, or sufficiently wicked to combine with them, he could hardly have sense enough or be so honest as to keep the secret.

The extract, just quoted, which thus libels the American government and implicates Mr. Erskine, is that passage of Mr. Jackson's letter wherein he presumes to contradict the constituted authorities of the United States. It was of course incumbent on the Executive to vindicate his own honor and maintain the outraged dignity of the nation. Mr. Smith's letter to Mr. Jackson of the 1st Nov. contains this necessary vindication, by declaring such insinuations "intolerable." And what was Mr. Jackson's answer? "I have carefully avoided (says he) drawing conclusions that did not necessarily follow from the premises advanced by me, and least of all should I think of uttering an insinuation where I was unable to substantiate a fact." With determined pertinacity, he adds, "and in so doing I must continue."—Thus, it is perceived, Mr. Jackson had

insulted the government; he repeated the insult after being told that it was inadmissible; and insisting on the untruth in the most unequivocal terms, openly and imperatively avowed his resolution to "continue" the same line of conduct. There was no possibility of forbearing any longer; it had become indispensably necessary to cut him off from the government, and accordingly he was cut off.

The evasion which Mr. Jackson afterwards attempted to palm upon the Secretary of State, is the basest of all possible subterfuges. Making use of Mr. Oakley's name, he says, "one of the facts alluded to [the communication of the conditions by Mr. Erskine] has been admitted by the Secretary of State himself;" and, "that that instruction [of January 23d] is the only one in which the conditions were prescribed, is known to me." He then proclaims, that it was for "stating these facts and adhering to them," that he was dismissed by the President. So far from this having been the ground for disavowing him, it is confidently affirmed by the writer of this article, that if Mr. Jackson, in his letters to the Secretary of State, had advanced nothing more than what he does in Mr. Oakley's note, the government of the United States would certainly have taken no offence at it. But Mr. Jackson's insinuations and assertions were of a very different complexion. They were not that Mr. Smith admitted one fact that Mr. Jackson knew another fact; but that, Mr. Smith having stated to Mr. Jackson, that "after the explicit & peremptory asseveration that this government had no such knowledge [of the despatch] and that with such a knowledge no such arrangement would have been entered into, the view, which you have again presented of the subject, makes it my duty to apprise you, that such insinuations are inadmissible;" Mr. Jackson replied after other remarks, "least of all should I think of uttering an insinuation where I was unable to substantiate a fact." A man so fully convicted of prevarications can surely have no credit with the public.

It will be observed, that the ground of Mr. Jackson's disgrace, is not a disagreement as to personal veracity between Mr. Smith and Mr. Erskine, nor between Mr. Smith and Mr. Jackson; but it is exclusively a question, whether Mr. Jackson, in an official correspondence with the American government, was to be permitted to call in question the veracity of the power with whom he was treating; not whether Mr. Smith told the truth or whether Mr. Jackson told the truth; but whether the Executive of the United States was to suffer itself to be repeatedly and unequivocally stigmatized with the imputation of falsehood.—The pith and substance of it is this: Would a private gentleman in negotiating any business whatever with another person, put up with the lie direct? Apply the answer to the case between the government of the United States and Mr. Jackson, and the point is decided to the satisfaction of every American citizen who loves his country and venerates the constitution. Mr. Jackson was doubtless, at full liberty to simplify and enforce any respectful propositions that he advanced by all the arguments within his reach, provided they were decorously urged; but it was departing from every customary rule of diplomatic deportment, which prevails even in time of war, to draw inferences and to insist upon conclusions, which are neither deducible from the circumstances which he cites, nor warranted by the evidence which he quotes in support of them. How much less was it permissible to invent facts which had no foundation in truth.

Supposing, nevertheless, that Mr. Erskine had stated, that Mr. Smith substituted conditions for him, by what new rule of logic is it, that Mr. Erskine, whom Mr. Jackson represents as having departed from the conditions of his instructions as well as having affirmed to the government of the United States an untruth, is to be received as a competent and credible witness as to a fact which is denied by the government which he has deceived? Such sophistry cannot be supported by the most cunning lawyer or subtle casuist. There is, indeed, nothing more inconsistent, than Mr. Jackson's false reasoning, from the beginning to the end of the correspondence. The length of the correspondence and the diffusiveness of his style may, for an instant, embarrass the understanding; but when his anti-neutral doctrines and anti-American prejudices are essentially comprehended, their flagrant and tyrannical aspect will be manifest to every individual in the community. The new envoy admits, he evades, avows and disavows, asserts, rejects, insinuates and equivocates, all in a breath. The more he wrote, the more he convinced the American government, that he was either the mischievous instrument for perverting the good intentions of his sovereign, or the slippery tool of a designing ministry, whose evil schemes were too glaring to be concealed by his shallow artifices.

In the preceding part of this exposition it is remarked, that "a right examination of the language and spirit of Mr. Jackson's letters, would evince, that the recapitulation of the Secretary of State (as to what passed in official verbal conference,) is substantially correct." There is no manner of doubt that the three conditions are the only terms upon which Mr. Jackson would accept any proffered arrangement, however he might "receive and discuss" propositions of any other description. He does not say anywhere in his letters to the Secretary of State denying it. All that he says is in corroboration of it. These three conditions are embraced in the despatch from Mr. Canning to Mr. Erskine, of the 23d January, and require from the United States a relinquishment of the carrying trade, a non-intercourse against France and her dependencies, and permission for Great Britain to enforce the acts of Congress on the ocean. Mr. Jackson says, indeed, that he was not instructed to renew these nor to make any other proposals; but he assigns as the sole reasons for the absence of such instructions, 1st, that they had been rejected by the American government; and 2d, that Great Britain would never cease to maintain the principle recognized by those conditions, to wit, "the total and unequal-

fed interdiction of all trade with the enemy" in neutral bottoms on American account; declaring it to be "matter of indifference to Great Britain, whether the order in council be continued, or an arrangement by mutual consent substituted in its room." In brief, Mr. Jackson was not authorized to renew the three conditions, because they would not be accepted by the President; and he was instructed to propose no new ones, because the British government would yield to nothing but the three conditions. If a doubt exists upon the subject, let the reader inspect the new envoy's letter of the 4th of November, wherein he says, "before the orders in council can be revoked, their object must be obtained in some other way." And one of those orders, to wit, that of the 26th of April, the one which is now in operative existence, Mr. Jackson affirms, "is more restrictive than those of November, 1807." These declarations on the part of the discarded minister, explain what he means in his letter of the 23d October, when, in speaking of his instructions, he announces that they "look to substituting for notions of good understanding, erroneously entertained, PRACTICAL STIPULATIONS on which a real reconciliation of all differences may be substantially founded." That is, the equitable and lawful claims of the United States are considered as mere "NOTIONS," for which notions Mr. Jackson's instructions empower him to "substitute" "PRACTICAL STIPULATIONS," which practical stipulations are the three conditions of the despatch of the 23d of January, or "the order in council of the 26th of April, which is more restrictive, than those of November, 1807," and which, in principle, (and in practice too, with occasional variations,) his Britannic Majesty "can never cease to maintain."

Mr. Smith, in his letter to Mr. Pinkney of November the 23d, has placed the subject of the disavowal of Mr. Erskine's arrangement in so fair a light, and exposed so completely the frivolity of the pretences upon which it was disavowed, that but very few additional strictures, in that particular, will be introduced into the tenor of the despatch of the 23d of January, which Mr. Erskine is said to have violated. One of the conditions prescribed in that despatch, was in the following words:

"3d. Great Britain, for the purpose of securing the operation of the embargo, and of the bona fide intention of America to prevent her citizens from trading with France, and the powers adopting and acting under the French decrees, is to be considered as being at liberty to capture all such American vessels as may be found attempting to trade with the ports of any of these powers; without which security for the observance of the embargo, the raising it, nominally with respect to Great Britain alone, would, in fact, raise it with respect to all the world."

"In urging" this condition, Mr. Smith very properly remarks, "Mr. Canning has taken a ground forbidden by those principles of decorum which regulate and mark the proceedings of governments towards each other." It was not only to obtain a pledge against the bad faith of the intention of the American government, as the Secretary of State says; but the liberty to culture which the condition required plainly implies, that even if the intention of the American government be an intention of good faith, yet there would be no security to Great Britain for the fulfilment of it by the citizens of the United States, unless the British navy were at liberty to make prize of the vessels and goods of those citizens, who are by the condition supposed to be so profligate as not to obey the laws of their country, and the constituted authorities so imbecile as not to be able to compel them to respect the acts of Congress. In effect, that the people of the United States are knaves and law breakers, and their Congress and President a mere cypher. The navy of Great Britain was to strengthen the latter and to make the former virtuous. And this condition, and the whole despatch, was to be communicated in extenso, (in all its parts) to the chief magistrate of the nation!

It seems to be of some importance to the merits of the case in question, to discriminate clearly between the act of a minister concluding an agreement in virtue of a full power in relation to the terms of the agreement, and the act of a minister concluding such agreement by the authority of a general power (or letter of credence) to act for his sovereign in any matter respecting which he should be instructed. In the first instance, the minister would have to produce his full power to the government with which he was about to negotiate; in the second, the minister being resident near the government, and his general letter of credence being in the possession of the government, he would not be under the necessity of presenting any new power nor be compelled to shew his instructions, but acting in his usual envoy and plenipotential character, full faith and credit would be given to him in that shape by the government with which he treated. Mr. Erskine appears to have acted in the latter way.

He made this arrangement in virtue of his general letter of credence, and kept his "several" letters of instructions out of view, "subject to his own discretion." But if a full power had been necessary to enable Mr. Erskine to conclude the arrangement, Mr. Jackson acknowledges that he had that full power in his possession, for, says he, in his letter of the 4th of Nov. "the instructions in this (Mr. Erskine's) case took the place of a FULL POWER." And, if a full power had not been requisite, Mr. Jackson gives a very substantial reason why it was not necessary: "No full power (he observes in his letter of Nov. 4th) was given in the present (Mr. Erskine's) case, because it was not a treaty, but the materials for forming a treaty, that was in contemplation."—Thus, in any view of the subject, Mr. Erskine's mode of proceeding and the authority by which he acted, are pronounced by Mr. Jackson to have been correct and sufficient.

The despatch from Mr. Canning to Mr. Erskine of the 23d of January, a long and most conclusive proof that the arrangement which he was authorized to conclude with